

HENDERSON COUNTY PUBLIC SCHOOLS

PURCHASING DEPARTMENT

414 Fourth Avenue West, Hendersonville, NC 28739

Phone (828) 697-4733

Issued: May 2, 2025

REQUEST FOR QUOTES

RFQ NUMBER: **2025-13**

TO BE RETURNED BY: **2:00 PM, May 28, 2025**

PURCHASE AND INSTALLATION OF GENERATOR FOR MILLS RIVER ACADEMY

Offeror:
Attention:
Address:

Refer Inquiries To: **Joni Huchzermeier, CLGPO
Purchasing Agent**
Telephone Number: **828-697-4733**
E-Mail Address: **jdhuchzermeier@hcpsnc.org**
Requisitioned By: **Chad Dillon, Director of Facilities**

NOTICE TO OFFEROR

MANDATORY PRE-BID: There will be a mandatory pre-bid meeting promptly at **3:30 PM (EST) on Tuesday, May 13, 2025** at Mills River Academy, located at 96 School House Road Mills, Mills River, NC 28759. If your company does not attend the pre-bid or is not present for the duration of the meeting your bid will not be considered.

BID DEADLINE: Bids subject to the conditions made a part hereof, will be received at this office until, but not later than **2 PM, on May 28, 2025 (EST)** referenced above, for furnishing the supplies, materials and/or services, as described herein. Refer to Instructions for Response, Item 11 for proper mailing instructions. *Bids and/or addenda submitted via E-Mail in response to this Request for Quotes will be acceptable. Bids may be subject to rejection unless submitted on this form.*

EXECUTION

In compliance with this Request for Quotes, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items or services upon which prices are offered, at the prices set opposite each item or service within the time specified herein. By executing this document, I certify that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity have been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. **Failure to execute/sign offer prior to submittal may render bid invalid. Late submittals are not acceptable.**

OFFEROR:	FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:
Offer valid for 45 days from date of opening unless otherwise stated here: _____ days (See Instructions for Response, Item 6) Prompt Payment Discount: _____ % _____ days (See Instructions for Response, Item 7)		

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by Henderson County Public Schools, a contract will be sent for signature along with request for any required documents. Once Henderson County Public Schools receive the signed contract and requested documents, we will submit a purchase order. Final award of this contract does not ensue until the contract is fully executed by Henderson County Public Schools, and a confirming executed copy is returned to you along with a purchase order. The contract, purchase order, and this document and the provisions of the Instructions for Response, the special terms and the conditions specific to this Request for Quotes, the specifications, and the Henderson County Public Schools General Terms and Conditions shall then constitute the written agreement between the parties.

INSTRUCTIONS FOR QUOTES

1. **READ, REVIEW AND COMPLY:** It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO OFFERORS:**
All responses are subject to the provisions of the Instructions for Quotes, special terms and conditions specific to this Request for Quotes, the specifications, and the Henderson County Public Schools General Contract Terms and Conditions.
Henderson County Public Schools object to and will not evaluate or consider any additional terms and conditions submitted with a response. This applies to any language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
OFFEROR: Company, firm, corporation, partnership, individual, etc., submitting a response to a Request for Quotes.
TERM CONTRACT: A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
4. **RECEIPT OF PROPOSALS:** Proposals shall be received in strict accordance with requirements of the General Statutes of North Carolina.
5. **PROPOSAL EVALUATION:** The award of the contract will be made as soon as practical to the Vendor whose proposal is shown to be most advantageous to Henderson County Public Schools. Before awarding a contract the District may require additional information or presentation by proposer to substantiate Vendor's responsibility.
6. **EXECUTION:** Failure to sign under EXECUTION section may render response invalid.
7. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this proposal, the order of precedence shall be (1) special terms and conditions specific to this request, (2) specifications, (3) Henderson County Public Schools General Contract Terms and Conditions, and (4) Instructions for Response.
8. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for a minimum of 45 days from the date of proposal due date. Preference may be given to offers allowing not less than 45 days for consideration and acceptance.
9. **PROMPT PAYMENT DISCOUNTS:** Offerors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
10. **ELECTRONIC QUOTE SUBMITTALS:** Please submit your response to this RFQ to the Purchasing Agent listed on the first page of this document.
11. **MAILING INSTRUCTIONS:**
In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.
It is desirable that all responses meet the following requirements:
 - All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.**Mail only one fully executed response document, unless otherwise instructed, and only one response per envelope. Address envelope and insert RFQ number as shown below. It is the responsibility of the offeror to have the response in this office by the specified time and date of opening.**

DELIVERED BY US POSTAL SERVICE

RFQ NO. 2025-13
 HENDERSON COUNTY PUBLIC SCHOOLS
 PURCHASING DEPARTMENT
 414 FOURTH AVENUE WEST
 HENDERSONVILLE, NC 28739

OR

DELIVERED BY ANY OTHER MEANS

RFQ NO. 2025-13
 HENDERSON COUNTY PUBLIC SCHOOLS
 PURCHASING DEPARTMENT
 414 FOURTH AVENUE WEST
 HENDERSONVILLE, NC 28739

12. **TABULATIONS:** Tabulations of proposals and award information can be obtained by calling the purchaser listed on the first page of this document.
13. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and offeror will be held responsible therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
14. **INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this request, each offeror must submit with their response sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Responses which do not comply with these requirements may be subject to rejection.
15. **RECYCLING AND SOURCE REDUCTION:** It is the policy of Henderson County Public Schools to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.

 We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.

 Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
16. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum. The offeror is cautioned that the requirements of this proposal can be altered only by written addendum and that verbal communications from whatever source are of no effect.
17. **ACCEPTANCE AND REJECTION:** Henderson County Public Schools reserves the right to reject any or all bids for any or no reason, and to waive any informality in the process and, unless otherwise specified by the offeror, to accept any item in the proposal. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
18. **REFERENCES:** Henderson County Public Schools reserves the right to require a list of users of the exact item offered. Henderson County Public Schools may contact these users to determine acceptability of the response. Such information may be considered in the evaluation of the proposal.
19. **AWARD OF CONTRACT:** As directed by statute, qualified responses will be evaluated and acceptance may be made of the lowest and best response most advantageous to Henderson County Public Schools as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the proposal; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by Henderson County Public Schools to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Henderson County Public Schools or the offeror, Henderson County Public Schools reserves the right to accept any item or group of items on a multi-item request.

 In addition, on TERM CONTRACTS, Henderson County Public Schools reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by Henderson County Public Schools to be pertinent or peculiar to the purchase in question.
20. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Henderson County Public Schools invites and encourages participation in this procurement process by businesses owned

- by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
21. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, Henderson County Public Schools will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the offeror. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
22. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the offeror's expense. Request for the return of samples must be made within 10 days following date of response opening. Otherwise the samples will become School property. Each individual sample must be labeled with the offeror's name, RFQ number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
23. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by Henderson County Public Schools resulting from this solicitation, they must submit a written request to the Purchasing Agent, Henderson County Public Schools, 414 Fourth Avenue West, Hendersonville, NC. This request must be received in the Henderson County Public Schools' Purchasing Department within ten (10) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are available by contacting the Henderson County Public Schools' Purchasing Department at (828) 697-4733. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
24. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
25. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident proposers. The "Principal Place of Business" is defined as the principal place from which the trade or business of the proposer is directed or managed.
26. **ADDENDA:** Any addenda to specifications issued during the time of solicitation are to be considered covered in the proposal and in closing a contract they will become a part thereof. All addenda shall be acknowledged by the proposer(s) on the proposal form. Any addenda will be posted to the HCPS website.
27. **E-VERIFY:** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
28. **IRAN DIVESTMENT ACT CERTIFICATION:** Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.
29. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** By Acceptance of this purchase order, vendor certifies that is has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
30. **LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL:** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

BID QUOTE FORM

FURNISH, DELIVER, INSTALL, AND LEAVE READY FOR USE THE FOLLOWING ITEMS (Turnkey Project): *(This table is included for convenience; your bid may warrant a different format; be sure to assess your needs and adjust accordingly)*

DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Generator (Indicate Make & Model)		
Automatic Transfer Switch		
Installation		
Freight		

GRAND TOTAL FOR ALL GOODS. INCLUSIVE OF SHIPPING TO HENDERSON COUNTY, NORTH CAROLINA & INSTALLTION.	
ESTIMATED DELIVERY DATE OF EQUIPMENT	

TRANSPORTATION CHARGES: FOB Destination.

CAPITAL IMPROVEMENT: Owner has classified this project as a 'Capital Improvement' as defined by NCGS Chapter 105, Article 5. **An Affidavit of Capital Improvement will be issued to the awarded vendor.**

START DATE: _____

COMPLETION DATE: _____ (No later than August 1, 2025) If you cannot meet this timeline, please indicate in the space provided your estimated timeline: _____

Printed Name of Firm Representative: _____

Signature of Firm Representative: _____

Title: _____

Name of Firm Submitting Quote: _____

Telephone Number: _____

Email Address: _____

The Henderson County Board of Education reserves the right to reject any or all bids for any or no reason.

INSTRUCTIONS TO BIDDERS

1. **SCOPE:** The purpose of this document is to provide general and specific information for the purchase and installation of a generator at Mills River Academy. All products and/or services rendered by the vendor must meet all requirements of this invitation and be completely satisfactory to using agencies.

2. **SCHEDULING:**

Action	Time (EST)	Date
Bid Issued	Noon	May 2, 2025
Mandatory Pre-Bid	3:30 PM	May 13, 2025
Deadline for Questions	Noon	May 20, 2025
Responses by HCPS	Noon	May 21, 2025
Bids Due	2:00 PM	May 28, 2025

3. **MANDATORY PRE-BID MEETING:** Will be held at Mills River Academy, 96 School House Road, Mills River NC 28759 on **May 13th at 3:30 PM**. If your company does not attend the pre-bid meeting or is not present for the duration of the meeting your bid will not be considered as responsive.
4. **INSURANCE:** Insurance certificates listing Henderson County Public Schools as named insured is required as the Terms and Conditions require.
5. **CONTRACTOR SHALL:**
- a. Furnish all labor and equipment, etc. necessary to complete the purchase and installation of the generator.
 - b. Warranty labor and workmanship for a period of one (1) year to be free from all defects. If workmanship fails, it shall be replaced at the Contractor's expense.
 - c. Be responsible for all accidents and damages that might occur due to his equipment or personnel while upon the grounds or buildings used or owned by the Henderson County Board of Education.
 - d. Be responsible for all clean up and properly dispose of all debris during and after completion of job. Debris and trash shall not be allowed to collect overnight on the site. The contractor shall remove all debris and trash from the schools as it accumulates in order that a clean appearance is maintained at all times. DEBRIS MAY NOT BE EMPTIED INTO DUMPSTERS ALREADY ON SITE AND SERVICED ON BEHALF OF HENDERSON COUNTY PUBLIC SCHOOLS.
 - e. There shall be no tobacco products inside or outside of buildings, since all Henderson County Public Schools buildings and properties are tobacco-free.

- f. There shall be no alcoholic beverages, drugs, or firearms on any Henderson County Public Schools property.
- g. The Contractor shall meet with Henderson County Public Schools Director of Facilities to outline a mutually agreed upon detailed project work schedule. Project Coordinator: Mr. Chad Dillon, Director of Facilities (828) 553-5056.
- h. Contractor shall provide all needed wiring and equipment for installation.
- i. Contractor shall provide a turnkey project no later than: August 1, 2025
- j. By submission of a proposal, the Contractor acknowledges that he has a complete understanding of the required scope of work, either as defined herein or described orally by the owner's designated representative, Mr. Chad Dillon, Director of Facilities.

****Proposals and/or addenda submitted via E-Mail in response to this Request for Quotes will be acceptable. Proposals may be subject to rejection unless submitted on this form. Emailed responses must be received no later than 2:00 PM on May 28, 2025.**

jdchuchzermeier@hcpsnc.org

Include:

RFQ 2025-13 in the email subject line

VENDOR QUALIFICATIONS/EXPERIENCE

- A. Vendor shall be licensed to engage in business in the state of North Carolina.
- B. Vendor represents and warrants that (i) it is duly qualified to provide the equipment and services as required in the RFQ, (ii) it will provide the services in a manner consistent with the level of care and skill ordinarily exercised by others practicing under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the requirements listed in the RFQ, and (iv) it shall perform the services in compliance with applicable laws, statutes, ordinances, codes, rules, regulations & current industry standards.
- C. Vendor shall notify owner if it utilizes any Sub Contractor to perform any portion of the work required in this RFQ. It is Vendor's responsibility to ensure that any Sub Contractor utilized in the performance of the contract meets the requirements listed above.
- D. If project exceeds \$30,000 and Vendor utilizes any Sub Contractor to perform any portion of the work required in this RFQ, they will solicit minority participation as required in the N.C. General Statutes 143131(b). Vendor will be required to submit an Affidavit with the name(s) of minority Contractor efforts and participation for project.
- E. For projects exceeding \$40,000 Vendors must be properly licensed as required by Chapter 87 of the North Carolina General Statutes to bid and perform the work described herein as the general contractor.
 - **By submission of a proposal, the Contractor acknowledges that he has a complete understanding of the required scope of work, either as defined herein or described orally by the owner's designated representative.**

REFERENCES List below references where your company has provided goods or services similar to listed in this Request for Quotes. Henderson County Public Schools may contact these those individuals to determine the level of services provided. Such information may be considered in the evaluation of the bid.

<u>COMPANY</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE #</u>

FIRM BID

Prices and any other entry submitted on bid form by the Vendor shall be considered firm and not subject to change.

CHANGES TO SCOPE OF WORK

Changes in the scope of work shall only be made by written direction signed by the Owner. No additional cost to the vendor shall be allowed unless accepted in writing by the Owner before the work has begun.

EQUIPMENT AND TOOLS

Vendor shall furnish its own equipment and tools used to complete the scope of work. Equipment and tools shall not be stored on any Henderson County Public School's property. Henderson County Public Schools is not responsible for any materials, equipment or tools lost or stolen from the site.

HISTORICALLY UNDERUTILIZED BUSINESSES

Henderson County Public Schools encourages participation of Historically Underutilized Businesses (HUBs). "Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled." <http://www.doa.nc.gov/hub/> Pursuant to General Statute 143-48, 143-128.4 and Executive Order #13, Henderson County Public Schools invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes using subcontractors to perform the required functions in this RFQ.

Are you a Historically Underutilized Business? _____ Yes _____ No If applicable, specify classification. _____

PRODUCT RECALL

Vendor assumes full responsibility for prompt notification of any product recall in accordance with the applicable state and federal regulations.

DEMONSTRATION OF PERFORMANCE

Vendor shall demonstrate compliance with the specifications at the time of final inspection by owner's representative. If the performance demonstration fails, the vendor agrees to correct the system deficiencies to owner's satisfaction.

AWARD CRITERIA

As provided by Statute, award will be based on the lowest responsible, responsive bidder as determined by consideration of:

1. Price
2. Quality of products and services offered
3. General reputation and performance capabilities of vendor
4. Conformity with the terms and conditions of this Request for Quotes
5. Guaranteed delivery and installation schedule
6. Past performance of vendor with Henderson County Public Schools

SCOPE OF WORK

- I. **Overview** It is the intent of these specifications to set up minimum requirements for the turnkey purchase and installation of a generator at the Mills River Academy as specified. These specifications must be considered as minimum requirements. Vendor shall provide detailed specifications in their bid proposal.

II. **Specifications**

- 20 KW Natural Gas Generator
- 3 Panels that will be connected to generator and includes transfer switch to all 3 panels (preferably 1 switch)
- Generator must be 20 KW rated 120/208 volts
- 3 phase 4 wire
- Shall include a main breaker and automatic transfer switch that must be sized to circuit feeder and rated NEMA 3R
- The installation of a reinforced 3500 psi concrete base.
- Appropriate natural gas generator and building bonding and grounding in accordance with National Electrical Code and NC Building Code.
- Enclosed circuit breaker on exterior of building.
- Generator shall be fully connected and capable of providing sufficient and safe amperage to provide power to the 3 panels that will be shown during the pre-bid conference/site visit.
- All conduit on exterior of building above grade to be rigid galvanized conduit. All exterior connections between electrical equipment to be made by weatherproof Threaded Meyers hub type connector with bonding lugs or equivalent installed by a North Carolina licensed electrician.
- Panels to be panelboard type with bolt in breakers or equivalent, circuit breakers to meet the necessary kAIC rating for ampage.
- Any digging must be dug with extreme caution taking into consideration existing power, gas and drain systems in the area. Contractor **must** have a completed NC 811 locate before any excavation takes place.
- Existing generator will remain in place.

III. **Installation**

- Bidder shall provide a turnkey project inclusive of all labor, materials, supervision, disposal fees, permits, inspections to install generator at the Mills River Academy unless otherwise noted herein.
- Install all materials and equipment in accordance with manufacturer's instructions and warranty requirements.
- Contractor must submit a timeline for the beginning and completion of the project.
- Contractor is to obtain and pay for any and all required permits and inspections. Any deficiencies found in the installation or materials used in the installation which prevents receiving a green tag from inspectors will be the Contractor's responsibility and expense to correct.
- Contractor will be responsible for all utility disconnections, reconnections including electrical as applicable as defined herein. Contractor shall be responsible for natural gas connections through Dominion Energy. Contractor shall confirm with Dominion Energy (in writing: via email, standard mail, or other documented means from Dominion Energy or their authorized representative) adequate natural gas supply will be provided for the new generator as well as existing generator and boilers.
- Cleanup of all affected work areas shall be completed daily.
- Contractor shall perform work as coordinated with Chad Dillon, Director of Facilities. Mills River Academy is the centralized location for **all** Technological aspects of Henderson County Public Schools. Any interruption in service **must be pre-authorized** by Chad Dillon, Director of Facilities.
- Designated Henderson County Public School's personnel shall receive training on all equipment and controls. Training will include a scheduled walk-through for the owner's personnel. This should explain operation diagrams as well as emergency and alarm provisions.

IV. Warranty

- The installation services and material furnished by the contractor, or any subcontractors shall be free from any defects in workmanship for a period of one year from the final date of payment.

HENDERSON COUNTY PUBLIC SCHOOLS
STANDARD TERMS & CONDITIONS

The Contract, Henderson County Public School's Standard Terms and Conditions, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

1. E-Verify: As required by N.C.G.S. § 143-133.3, Contractor certifies that it verifies the work authorization of each of its employees under the requirements of N.C.G.S. Article 2 of Chapter 64 ("E-Verify"). If Contractor utilizes a subcontractor of any tier, Contractor shall require all subcontractor(s) of any tier to comply with E-Verify requirements.
2. Jessica Lunsford Act: Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Contractor agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all of its employees whose job involves direct interaction with students as part of the job. Henderson County Public Schools prohibits any personnel listed on such registries from being on any property owned or operated by Henderson County Public Schools and from having any direct interaction with students. As a term of this Contract, said checks must be performed by the Contractor and reported to Henderson County Public School's Superintendent or designee, if Contractor's employees will be working directly with students. **Under provisions set forth in the Jessica Lunsford Act under North Carolina law, Contractor certifies that by entering into a contract with Henderson County Public Schools, neither Contractor nor any employee or agent of Contractor, is listed as a sex offender on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.**
3. Termination: The Contract may be terminated by either party hereto upon thirty (30) days written notice to the other. In the event the Contract is terminated pursuant to the provisions of this paragraph, Henderson County Public Schools shall have no obligation to compensate Contractor for services which have not been performed. Unless otherwise agreed by the Parties in writing, Contractor shall continue to provide services to Henderson County Public Schools during the thirty (30) day notice period, at the same rate of service performed by Contractor during the thirty (30) days prior to receipt of notice. If Contractor fails to do so, Henderson County Public Schools may retain any monies otherwise due to Contractor.
4. Independent Contractor: It is understood that Contractor executes the Contract as an independent contractor and that Contractor shall have the exclusive control over the means, methods and details of fulfilling its obligation under the Contract. The Contract is not intended and shall not be construed to create the relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, joint enterprise, or association between the Parties or any of their owners, officers, directors, members, managers, partners, representatives, employees or agents. Contractor agrees to perform and discharge all obligations of an independent contractor under any and all laws, whether existing or in the future in any way pertaining to the tasks hereunder, including but not limited to Social Security laws, Workers' Compensation Insurance, income taxes, and State Employment Insurance taxes or contributions; and Contractor will hold Henderson County Public Schools harmless against all such laws. Neither federal nor state local income tax, nor payroll tax of any kind shall be withheld or paid by Henderson County Public Schools on behalf of the Contractor or the employees of Contractor. No Worker's Compensation Insurance shall be obtained by Henderson County Public Schools concerning Contractor or Contractor's employees.
5. Audit: During and after the term of the contract, the State Auditor, or any Auditor contracted by Henderson County Public Schools, may be given access to persons and records of the Contractor that are generated

as a result of, or are related to, the Contract for purposes of verifying accounts and data affecting fees or performance, as provided in G.S. § 143-49(9). Contractor shall keep all records for 3 years after the end of the contract period. The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance: 1. The State Auditor. 2. The internal auditors of the affected department, agency or institution. 3. The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.

6. Discrimination: If applicable, Contractor and any subcontractors employed by Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

7. Family Education Rights and Privacy Act: Contractor acknowledges that Henderson County Public Schools is subject to the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. § 1232G; 34 C.F.R. 99). To the extent Contractor generates or maintains education records that are subject to FERPA, Contractor will comply with applicable FERPA requirements. Contractor will not access or make any disclosures of student education records to third parties without prior notice to and consent from Henderson County Public Schools or as otherwise provided by the law or the Contract. For purposes of the Contract, Henderson County Public Schools designates Contractor as a school official with a legitimate educational interest in the education records of participating students to the extent access to Henderson County Public School's records is required by Contractor to carry out its services. If, Henderson County Public Schools provides Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-113.20(b) or any other legally confidential information including "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing regulations in Title 34, Part 99 of the Code of Federal Regulations ("FERPA"), Contractor hereby certifies that collection of this information is necessary for the performance of Contractor's duties and responsibilities under the Contract. Contractor further certifies that it will maintain the confidential and exempt status of any Social Security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it will not re-disclose personally identifiable information pursuant to FERPA or by any other State or Federal laws.

8. FERPA Electronically Stored Data Compliance: Contractor is expressly prohibited from selling or trading any education records or personally identifiable information acquired under the Contract. Furthermore, Contractor agrees not to attempt to re-identify students from aggregated data. Further, Contractor will not use any personally identifiable information or education records to advertise or market to students of Henderson County Public Schools or their parents. Any personally identifiable information and education records held by Contractor pursuant to the Contract will be made available to Henderson County Public Schools upon request.

Contractor will store and process all data using appropriate administrative, physical, and technical safeguards to secure personally identifiable information and education records from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification to Henderson County Public Schools in the event of a security or privacy incident, as well as procedures for responding to a breach of data. Contractor agrees to share its incident response plan upon request. Contractor shall, for all personally identifiable data and education records in its possession and in the possession of any subcontractors, or agents to which it has transferred data as permitted herein, destroy or de-identify such data when such data is no longer needed to perform the Contract.

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If Contractor experiences a security breach concerning any information covered by the Contract, and such breach is covered by N.C.G.S. §75.61(14), then Contractor will (a) fully comply with Contractor's obligations under the N.C. Identity Theft Protection Act, (b) immediately notify Henderson County Public Schools with the information listed in N.C.G.S. §75-65(d)(1-4), and (c) fully cooperate with the Board in carrying out its obligations under said Identity Theft Protection Act. Contractor will indemnify Henderson County Public Schools for any breach of confidentiality or failure of its responsibilities to protect confidential information, and for cost of notification of affected persons as a result of its accidental or negligent release of personally identifiable information or education records provided to Contractor pursuant to the Contract.

9. North Carolina Public Records Law: Contractor acknowledges that Henderson County Public Schools is subject to the requirements of North Carolina's Public Records Law ("NCPRL"), N.C.G.S. § 132-1, *et. seq.* The Contract and any related documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received by Henderson County Public Schools in connection with the transaction of the Contract may be considered a "public record," subject to disclosure under the NCPRL. Henderson County Public Schools is under no obligation to notify Contractor prior to its compliance of its duties under NCPRL.
10. Liability Insurance: It is understood and agreed between the parties that each person performing services under the Contractor shall be covered by Contractor for all actions, omissions, injuries or other liabilities occurring during the performance of the services, to the same extent as if such events occurred on Contractor's property.

During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

Worker's Compensation – The Contractor shall provide and maintain Worker's

Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.

Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

The Contractor shall furnish a Certificate of Insurance as proof of the above coverages to Henderson County Public Schools prior to the effective date of Contract. Certificate will contain provision that the insurance coverages cannot be canceled, reduced in amount or coverage eliminated without 30 days written notice to Henderson County Public Schools. Owner's Protective insurance must list Henderson County Public Schools as a "Named Insured" as its interest may appear. Henderson County Public Schools reserves the right to require higher or lower insurance limits where warranted. Henderson County Public Schools shall maintain its usual and customary insurance coverage and/or coverage agreement.

11. Ownership of Work Product: All works authored, produced, developed, or reduced to practice by Contractor for the benefit of Henderson County Public Schools during its provision of the services in the Contract shall be owned by Henderson County Public Schools and Henderson County Public Schools shall have all common law, statutory, and other reserved rights therein.
12. Indemnification: **CONTRACTOR, FOR ITSELF AND ITS EMPLOYEES, AGENTS, VOLUNTEERS AND PARTICIPANTS, DOES HEREBY INDEMNIFY AND HOLD HARMLESS, HENDERSON COUNTY PUBLIC SCHOOLS, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, ATTORNEYS' FEES AND LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER AND HEREBY ASSUMES THE RISK OF INJURY OR LIABILITY AND AGREES NOT TO SUE HENDERSON COUNTY PUBLIC SCHOOLS FOR ANY INJURY OR LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER.**
13. Anti-Trust: The Contract has been entered into in compliance with state and federal antitrust laws. Contractor certifies by entering into the Contract:
 - a) That the Contractor and/or any of its Principals is not presently debarred, per the State's website (http://ncadmin.nc.gov/government-agencies/_procurement/contracts/debarred-vendors) and Federal Excluded Parties List (www.sam.gov/portal/public/SAM); or suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into the Contract by any federal agency or by any department, agency or political subdivision of the State.
 - b) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
 - c) The Contractor shall provide immediate written notice to Henderson County Public Schools if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - d) The certification in this section is a material representation of fact upon which reliance is placed by Henderson County Public Schools in making the Contract. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to Henderson County Public Schools, then Henderson County Public Schools may terminate the Contract for default.
14. Travel Expenses: Unless otherwise stated in the Contract, the agreed upon price for the services provided herein includes travel expenses, accommodation expenses and any and all other expenses, costs, and remuneration (including, but not limited to, equipment, tools, and supplies) the Parties have agreed to unless otherwise provided for in the Contract.
15. Affiliation: Contractor shall not represent itself as affiliated with or endorsed by Henderson County Public Schools without the prior written consent. Contractor shall not use any of Henderson County Public

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School's logos, images, trademarks, or copyrights without prior written consent. The Contract shall not be used for advertising by Contractor without prior approval of Henderson County Public Schools.

16. Assignment: Unless agreed to in writing by Henderson County Public Schools, the Contract is not assignable. Any attempt to assign the Contract to any third party shall be null and void and shall relieve Henderson County Public Schools of any further liability under the Contract.
17. Compliance with Law & Board Policy: Contractor agrees to comply with all federal and State laws, rules, regulations, administrative requirements, and Board of Education Policies and Procedures applicable to its provision of the services. Contractor declares that it has complied with all federal, state, and local laws and regulations regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under the Contract.
18. Attorney's Fees: In the event of a dispute between the Parties regarding the enforceability of the Contract, each party shall be responsible for its own attorney's fees.
19. Choice of Law: The Parties agree that the Contract was entered into in the State of North Carolina and that the laws of North Carolina shall govern the Contract, as to interpretation and performance. It is further agreed that the place of the Contract, its situs and forum, will be in the county in North Carolina where Henderson County Public School's Central Office is located.
20. Venue: The Parties agree that the proper venue for any claims brought hereunder is in the county in North Carolina where Henderson County Public School's Central Office is located.
21. Force Majeure: Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of the Contract if the party's failure to perform is attributable to war, riot or other disorder, strike or other work stoppage; fire; flood; storm; illness; pandemic, communicable disease, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. However, Henderson County Public Schools will be entitled to a refund for fees paid on account of services not rendered by Contractor including any and all deposits.
22. Non-Appropriation: Henderson County Public Schools agrees to duly request the appropriation of funds from its funding sources for all payment amounts specified in the Contract through its annual funding request at levels consistent with the prior fiscal year. Notwithstanding anything to the contrary herein, if the funds that Henderson County Public Schools requests for a fiscal year are reduced or not appropriated, Henderson County Public Schools will not be obligated to pay amounts due beyond the end of the last fully funded fiscal year. If a non-appropriation event occurs, Henderson County Public Schools will notify Contractor, the Contract will terminate at the end of the last fiscal year for which funds were fully appropriated, and Henderson County Public Schools will not be in default or material breach of the Contract.
23. Integration & Amendment: The Contract is fully integrated and represents the entire understanding between the Parties. The Contract may be modified or amended only by written instruments signed by both Parties. Unless explicitly stated in the Contract, nothing contained in the Contract is intended to benefit any third party. The Contract shall be deemed to have been drafted by both Parties and any ambiguities in the construction of the Contract shall not be construed solely against Henderson County Public Schools.
24. Severability: The Contract is severable and if any provisions of the Contract are deemed invalid or illegal by a court of competent jurisdiction, the other remaining provisions of the Contract shall remain valid and enforceable.

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25. Execution: The Contract may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.
 26. Authority: Both Parties executing the Contract acknowledge that they have authority to bind their respective party to the terms and conditions set forth in the Contract.
 27. Sovereign Immunity: Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to Henderson County Public Schools under applicable law.
 28. Pre-Audit Certification: Execution of the Pre-Audit Certification on the Contract and/or purchase order is a condition precedent to the effectiveness of the signatures
 29. Acknowledgment: The undersigned represents and acknowledges that they have carefully read the entire Contract (and any attachments), understand the Contract (and any attachments) and its consequences, and knowingly and voluntarily enter into the Contract.
 30. Iran Divestment / Divestment From Companies that Boycott Israel: By acceptance of the Agreement, Contractor affirms that it, or any Subcontractor hired by Contractor, is not listed on the *Final Divestment List* and *Parent and Subsidiary List* located at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>, which was created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58. It is the responsibility of each Contractor to monitor its Subcontractor's compliance with this restriction.
 31. Notice: Any notice required or desired to be given under the Contract shall be deemed given if in writing and sent by certified mail to the principal office of Henderson County Public Schools at: 414 Fourth Avenue West, Hendersonville, NC 28739 Attention: Purchasing Agent
 32. Subcontracting: Contractor shall not subcontract any portion of the work to be performed under this Contract without prior written approval of Henderson County Public Schools.
 33. Performance and Default: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, Henderson County Public Schools shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of, Henderson County Public Schools, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to Henderson County Public Schools for damages sustained by Henderson County Public Schools by virtue of any breach of this Contract, and Henderson County Public Schools may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due Henderson County Public Schools from such breach can be determined.

In case of default by the Contractor, Henderson County Public Schools may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

In addition, in the event of default by the Contractor under this contract, Henderson County Public Schools may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts Henderson County Public Schools has with the Contractor, and de-bar the Contractor from doing future business with Henderson County Public Schools.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or

against the Contractor, Henderson County Public Schools may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with it, and de-bar the Contractor from doing future business.

34. Payment Terms: Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this Contract. Henderson County Public Schools is responsible for all payments to the Contractor under the contract.
35. Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse Henderson County Public Schools for loss of damage of such property.
36. Criminal Background Checks: Contractor certifies that as of the date of the signed contract, or acceptance of a purchase order, background checks have been performed for all personnel who will have any type of direct contact with the students and staff of Henderson County Public Schools in the performance of this contract. Contractor shall provide a complete list of names and job related duties of all personnel that will be assigned in any capacity to handle Henderson County Public School's account. Copies of background checks for all personnel will also be included. Contractor shall notify Henderson County Public Schools immediately and provide required information should changes in personnel occur, or if any existing personnel is charged of any criminal activity.
37. Taxes: Any applicable taxes shall be invoiced as a separate line item. North Carolina G.S. § 143.59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet on of the conditions of G.S. § 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. § 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the Contract documents, the vendor certifies that it and all of its affiliates, collect(s) the appropriate taxes.
38. Warranty: Contractor warrants to Henderson County Public Schools that all equipment furnished will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of twelve (12) months from date of receipt. Such replacement shall include all parts, labor, and transportation cost to the location where equipment is down, free of any charge to Henderson County Public Schools.
39. Federal Uniform Administrative Requirements: Federal Funds. The Contractor shall make all necessary inquiries to correctly identify all sources of funding for Contract. If the source of funds for Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), unless a more stringent state or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

By "Execution" (see page 1) of this contract, vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

HENDERSON COUNTY PUBLIC SCHOOLS E-VERIFY COMPLIANCE STATEMENT

North Carolina General Statutes (143-133.3) prohibits a board or governing body of the State to enter into a contract unless the Contractor, and the Contractor's Subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

As the Contractor, I understand that E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. **Contractor is defined as:** Any person, business entity, or other organization that transacts business in this State and employs 25 or more employees in this State.

Contractor is a person, business entity, or other organization that transacts business in this State and employs 25 or more employees in this State. (mark Yes or No)

- a. YES _____
- b. NO _____ (If no, not required to use E-Verify)

As the Contractor, I understand that I must use E-Verify after hiring an employee to work in the United States, to verify the work authorization of the employee, and retain the record of the verification of work authorization while the employee is employed and for one year thereafter.

If I provide services to Henderson County Public Schools utilizing a Subcontractor, I will ensure compliance by the Subcontractor with the requirements of E-Verify as listed in Article 2 of Chapter 64 of the General Statutes.

By signing below, I am attesting that as the Contractor, I am in compliance with E-Verify requirements, and that I am authorized to sign this certification:

Contractor (Company) Name: _____

By: _____ Date: _____
(Signature)

Printed Name and Title

CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act and Divestment from
Companies that Boycott Israel Act

IRAN DIVESTMENT ACT:

Pursuant to N.C.G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:

Pursuant to N.C.G.S. 147-86.81 through 147-86.83, a company that has been designated by the North Carolina State Treasurer as engaged in the boycott of Israel is ineligible to contract with the State or any political subdivision of the State. Contracts valued at less than \$1,000.00 are exempt from this restriction.

Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor has not been designated by the N.C. State Treasurer as engaged in the boycott of Israel;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on either the Final Divestment List or engaging in the boycott of Israel;
3. that the undersigned is authorized by the Vendor to make this Certification.

Contractor (Company) Name: _____

By: _____ Date: _____
(Signature)

Printed Name and Title

BIDDER'S CHECKLIST

- **MANDATORY PRE-BID:** There will be a mandatory pre-bid meeting promptly at **3:30 PM on Tuesday, May 13, 2025** at Mills River Academy, located at 96 School House Road Mills, Mills River, NC 28759. If your company does not attend the pre-bid or is not present for the duration of the meeting your bid will not be considered.
- Bids are due **no later than 2:00 PM on Wednesday, May 28, 2025.**
- Bids should be submitted in a sealed envelope labeled as follows:

**Henderson County Public Schools
414 Fourth Avenue West
Hendersonville, NC 28792
RFQ # 2025-13
DUE: 2:00 PM May 13, 2025
Attention: Joni Huchzermeier, Purchasing Agent**

**Bids submitted via email to the address below in response to this Request for Quotes will be acceptable. Bids may be subject to rejection unless submitted on this form. Emailed responses must be received no later than 2:00 PM on May 28, 2025.*

Joni Huchzermeier, Purchasing Agent

jdhuchzermeier@hcpsnc.org

INCLUDE "BID RFQ 2025-02" in the email subject line

- Each bid proposal must include the following information:
 - a) All pages 21 pages of the original bid document.
 - b) All fields properly filled in as required in bid document.
 - c) Information on vendor qualifications; proof of required license and references.
 - d) Proposals submitted on bid form and **signed** by authorized representative of company.
 - e) **Signed** E-Verify Compliance Statement.
 - f) **Signed** Iran Divestment Act Statement.
 - g) Provide references where indicated.
 - h) Provide HUB information where indicated.
 - i) A copy of any Addendum added for the RFQ that can be found at (a copy must be included with your bid): <https://www.hendersoncountypublicschoolsnc.org/finance/purchasing/>
 - j) Certificate of Insurance will be required prior to issuance of Purchase Order to awarded vendor.